

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

MALLINCKRODT, INC.; SHELL OIL
COMPANY; and SOLUTIA, INC.,

Defendants.

MALLINCKRODT, INC. and SOLUTIA,
INC.,

Counterclaim and
Third-Party Plaintiffs

v.

UNITED STATES OF AMERICA,
DEFENSE LOGISTICS AGENCY,

v.

ANHEUSER-BUSCH, INC., et al.

Third-Party Defendants.

Civil Action No. 4:02CV1488

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CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9607, seeking recovery of costs incurred and to be incurred in responding to the release or threat of release of hazardous substances at or in connection with the Great Lakes Container Corporation Superfund Site at 42

Ferry Street in St. Louis, Missouri ("Site").

B. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604. These response actions included the overpacking and staging of drums, the construction of a fence, the removal and disposal of approximately 61,650 tons of soil contaminated with PCBs and lead, and the removal of over 800 buried drums. This work was performed pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and the National Contingency Plan ("NCP"), 40 C.F.R. § 300.415. No further response action is planned. In performing these response actions, EPA has incurred response costs at or in connection with the Site.

C. Two of the defendants in this action, Mallinckrodt Inc. and Solutia Inc., have filed a Second Amended Joint Counterclaim and Third-Party Complaint for contribution against numerous parties, including the Settling Defendants and Settling Federal Agencies, pursuant to Section 113(f) of CERCLA, 42 U.S.C. § 113(f).

D. EPA has determined the following:

1. prompt settlement with each Settling Defendant and Settling Federal Agency is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

2. the payment to be made by each Settling Defendant and Settling Federal Agency under this Consent Decree involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1), based upon EPA's estimate that the total response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by other persons is approximately \$9.1 million; and

3. the amount of hazardous substances contributed to the Site by each Settling Defendant and Settling Federal Agency and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Defendant and Settling Federal Agency are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A). This is because each Settling Defendant and Settling Federal Agency is responsible for no more than one-quarter of a percent (.25%) of the Response Costs incurred by EPA at or in connection with the Site, and the hazardous substances contributed by each Settling Defendant and Settling Federal Agency to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

E. The Settling Defendants and Settling Federal Agencies do not admit any liability arising out of the transactions or occurrences alleged in the complaint or the third-party complaint or counterclaim, or alleged in any crossclaim asserted by any party.

F. The United States and Settling Defendants and Settling Federal Agencies agree that settlement without further litigation and without the admission or adjudication of any issue of fact or law is the most appropriate means of resolving this action with respect to Settling Defendants and Settling Federal Agencies.

THEREFORE, with the consent of the Parties to this Consent Decree, it is ORDERED, ADJUDGED, and DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 9613(b), and also has personal jurisdiction over Settling Defendants and Settling Federal Agencies. Settling Defendants and Settling Federal Agencies consent to and shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendants and Settling Federal Agencies and their heirs, successors and assigns. Any change in ownership or corporate or other legal status of a Settling Defendant or Settling Federal Agency, including but not limited to, any transfer of assets or real or personal property shall in no way alter such Settling Defendant's or Settling Federal Agency's responsibilities under this Consent Decree.

IV. STATEMENT OF PURPOSE

3. By entering into this Consent Decree, the mutual objectives of the Parties are:
- a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Settling Defendants and Settling Federal Agencies to make a cash payment to resolve their alleged civil liability under Section 107 of CERCLA, 42 U.S.C. § 9607, for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;
 - b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a number of potentially responsible parties from further involvement at the Site; and
 - c. to obtain settlement with Settling Defendants and Settling Federal Agencies for their fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by other persons, and to provide for full and complete contribution protection for Settling Defendants and Settling Federal Agencies with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C.

§§ 9613(f)(2) and 9622(g)(5).

V. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Decree, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Consent Decree" or "Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

f. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

g. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

h. "Parties" shall mean the United States and the Settling Defendants and Settling Federal Agencies.

i. "Response costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

j. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

k. "Settling Defendants" shall mean those persons, corporations or other entities listed in Appendix A.

l. "Settling Federal Agencies" shall mean those departments, agencies, and instrumentalities of the United States identified in Appendix B, which are resolving any claims which have been or could be asserted against them with regard to the Site as provided in this Consent Decree.

m. "Site" shall mean the Great Lakes Container Corporation Superfund Site, located at 42 Ferry Street, St. Louis, Missouri, and designated by the legal description attached as Appendix C.

n. "United States" shall mean the United States of America, including all of its departments, agencies and instrumentalities, which includes without limitation EPA, the Settling Federal Agencies and any federal natural resources trustee.

VI. PAYMENT

5. Within 30 days after entry of this Consent Decree, each Settling Defendant shall pay to the EPA Hazardous Substance Superfund \$4,839.44.

6. Each payment by a Settling Defendant shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check, or a letter accompanying each check, shall identify the name and address of the party making payment, the Site name, the EPA Region and Site Spill ID Number 0726, and DOJ Case Number 90-11-3-07280 and shall be sent to:

Hazardous Substances Superfund
United States Environmental Protection Agency
Attention: Region VII, Superfund Accounting
Post Office Box #360748M
Pittsburgh, PA 15251

The total amount to be paid by Settling Defendants pursuant to Paragraph 5 shall be deposited by EPA in the EPA Hazardous Substance Superfund.

7. As soon as reasonably practicable after the effective date of this Consent Decree, the United States, on behalf of the Settling Federal Agencies, shall pay to the EPA Hazardous Substance Superfund \$4,839.44 for each Settling Federal Agency. The payment by the United States of the full amount set forth above, and any interest, if applicable, shall be paid by Electronic Fund Transfer to the EPA Hazardous Substance Superfund as the payee.

8. The payments made pursuant to Paragraphs 5 and 7 include an amount for: a) past

response costs incurred at or in connection with the Site; and b) projected future response costs to be incurred at or in connection with the Site.

9. At the time of payment, each Settling Defendant and Settling Federal Agency shall send notice that such payment has been made to:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
DJ No. 90-11-3-07280
P.O. Box 7611
Washington, D.C. 20044-7611

Denise L. Roberts
Senior Assistant Regional Counsel
United States Environmental Protection Agency
Region VII
901 N. Fifth Street
Kansas City, KS 66101

VII. FAILURE TO MAKE PAYMENT

10. If any Settling Defendant fails to make full payment within the time required by Paragraph 5, that Settling Defendant shall pay Interest on the unpaid balance. Interest on the unpaid balance shall accrue from the day after payment is due (30 days after entry of the Consent Decree) until the date of payment, and shall be paid simultaneously with payment of the required amount. In addition, if any Settling Defendant fails to make full payment as required by Paragraph 5, the United States may, in addition to any other available remedies or sanctions, bring an action against that Settling Defendant seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. 9622(l), for failure to make timely payment.

11. If the payment to the EPA Hazardous Substances Superfund required by Settling Federal Agencies is not made as soon as reasonably practicable, the appropriate EPA Regional Branch Chief may raise any issues relating to payment to the appropriate DOJ Assistant Section Chief for the Environmental Enforcement Section. In any event, if this payment is not made within 120 days after the effective date of this Consent Decree, EPA and DOJ have agreed to resolve the issue within 30 days in accordance with a letter agreement dated December 28, 1998.

12. In the event that the payment required by Paragraph 7 is not made within 30 days of the effective date of this Consent Decree, Interest on the unpaid balance shall be paid at the rate established pursuant to section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the effective date of this Consent Decree and accruing through the date of the payment.

13. The Parties to this Consent Decree recognize and acknowledge that the payment obligations of the Settling Federal Agencies under this Consent Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

VIII. CERTIFICATION OF SETTLING DEFENDANTS

14. By signing this Consent Decree, each Settling Defendant certifies, individually, that, to the best of its knowledge and belief, it:

a. has conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

c. has and will comply fully with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

IX. RETENTION OF RECORDS BY SETTLING FEDERAL AGENCIES

15. The United States acknowledges that each Settling Federal Agency (1) is subject to all applicable federal record retention laws, regulations, and policies; and (2) has certified that it has fully complied with any and all EPA requests for information pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e). —

X. COVENANTS BY UNITED STATES

16. In consideration of the payments that will be made by Settling Defendants under the terms of this Consent Decree, and except as specifically provided in Section XI (Reservations of Rights by United States), EPA covenants not to sue or take administrative action against any of the Settling Defendants pursuant to Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) or 9607(a), relating to the Site. With respect to present and future liability, this covenant not to sue shall take effect for each Settling Defendant upon receipt of that Settling Defendant's payment as required by Section VI of this Consent Decree. With respect to each Settling

Defendant, individually, this covenant not to sue is conditioned upon: a) the satisfactory performance by Settling Defendant of all obligations under this Consent Decree; and b) the veracity of the information provided to EPA by Settling Defendant relating to Settling Defendant's involvement with the Site. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

17. In consideration of the payment that will be made on behalf of the Settling Federal Agencies under the terms of this Consent Decree, and except as specifically provided in Section XI (Reservations of Rights by United States), EPA covenants not to take administrative action against the Settling Federal Agencies pursuant to Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) or 9607(a), relating to the Site. EPA's covenant shall take effect upon the receipt of the payment required by Section VI of this Consent Decree. EPA's covenant is conditioned upon the satisfactory performance by the Settling Federal Agencies of all obligations under this Consent Decree. EPA's covenant extends only to the Settling Federal Agencies and does not extend to any other person.

XI. RESERVATIONS OF RIGHTS BY UNITED STATES

18. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants and Settling Federal Agencies with respect to all matters not expressly included within the Covenants by United States in Section X. Notwithstanding any other provision of this Consent Decree, (1) the United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants, and (2) EPA and the federal natural resources trustees reserve, and this Consent Decree is without prejudice to, all rights against the Settling Federal Agencies, with respect to:

- a. liability for failure to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or
- d. liability based upon the ownership or operation of the Site, or upon the transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendants and/or Settling Federal Agencies.

19. Notwithstanding any other provision in this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings against any individual Settling Defendant in this action or in a new action or to issue an administrative order to any individual Settling Defendant or Settling Federal Agency seeking to

compel that Settling Defendant or Settling Federal Agency to reimburse the United States for additional costs of response, if information is discovered which indicates that such Settling Defendant or Settling Federal Agency no longer qualifies as a de minimis party at the Site, because such Settling Defendant or Settling Federal Agency contributed materials to the Site that accounted for more than .25% of the Response Costs incurred by EPA in connection with the Site, or contributed hazardous substances to the Site which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

XII. COVENANTS BY SETTLING DEFENDANTS AND SETTLING FEDERAL AGENCIES

20. Covenant by Settling Defendants. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Consent Decree, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the State of Missouri, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 23 (Waiver of Claims) and Paragraph 25 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 18(c) or (d) or Paragraph 19, but only to the extent that Settling Defendants' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

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21. Covenant by Settling Federal Agencies. Settling Federal Agencies hereby agree not to assert any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law with respect to the Site or this Consent Decree.

22. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

23. Settling Defendants and Settling Federal Agencies agree not to assert any claims or causes of action (including claims for contribution under CERCLA) that they may have for all matters relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant or Settling Federal Agency may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against such Settling Defendant or Settling Federal Agency.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

24. Except as provided in Paragraph 23 (Waiver of Claims), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraph 23 (Waiver of Claims), the United States and Settling Defendants and Settling Federal Agencies each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

25. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraph 16.

26. The Parties agree, and by entering this Consent Decree this Court finds, that each Settling Defendant and Settling Federal Agency is entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are all response actions taken and all response costs incurred and to be incurred, at or in connection with the Site, by the United States or any other person.

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XIV. RETENTION OF JURISDICTION

27. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION/APPENDICES

28. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this

Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. "Appendix A" is the list of Settling Defendants. "Appendix B" is the list of Settling Federal Agencies. "Appendix C" is the legal description of the Site.

XVI. PUBLIC COMMENT

29. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States shall file with the Court any written comments received and the United States' response thereto. The United States reserves the right to withdraw or withhold its consent if comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper or inadequate. Settling Defendants consent to entry of this Consent Decree without further notice, and the United States reserves the right to oppose an attempt by any person to intervene in this civil action.

XVII. EFFECTIVE DATE

30. The effective date of this Consent Decree shall be the date of entry by this Court, following public comment pursuant to Paragraph 29.

XVIII. SIGNATORIES/SERVICE

31. Each undersigned representative of a Settling Defendant and the United States and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, or his or her delegatee, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such party to this document.

32. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

33. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service including, but not limited to, service of a summons, in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court.

SO ORDERED THIS _____ DAY OF _____, 2004.

E. RICHARD WEBBER
UNITED STATES DISTRICT JUDGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Mallinckrodt, Inc., et al., No. 4:02CV1488 ERW, relating to the Great Lakes Container Corporation Superfund Site, St. Louis, Missouri:

FOR THE UNITED STATES OF AMERICA

Date:

5/6/04

CATHERINE R. McCABE
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044-7611

Date:

RAYMOND W. GRUENDER
United States Attorney
MARIA C. SANCHEZ, Bar No. 13672
Assistant United States Attorney
Thomas F. Eagleton U.S. Courthouse
111 South 10th Street, 20th Floor
St. Louis, MO 63102

Date:

DAWN B. GOLDSMITH
Trial Attorney, Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044-7611
(202) 514-2746

Date: _____

JAMES B. GULLIFORD, Regional Administrator
U.S. Environmental Protection Agency
Region VII
901 North 5th Street
Kansas City, KS 66101
(913) 551-7277

Date: _____

DENISE L. ROBERTS
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Region VII
901 North 5th Street
Kansas City, KS 66101
(913) 551-7559

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Mallinckrodt, Inc., et al., No. 4:02CV1488 ERW, relating to the Great Lakes Container Corporation Superfund Site, St. Louis, Missouri:

FOR DEFENDANT CRODA INKS
CORPORATION

Date:

March 10, 2004

MARTIN NOVACK
Secretary

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Howard C. Crystal
Title: Attorney
Address: Novack Burnbaum Crystal LLP
300 East 42nd Street
New York, NY 10017

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Mallinckrodt, Inc., et al., No. 4:02CV1488 ERW, relating to the Great Lakes Container Corporation Superfund Site, St. Louis, Missouri:

FOR DEFENDANT ENGINEERED
LUBRICANTS CO.

Date: 3-17-04

DONALD WACHTER
President

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Donald Wachter
Title: President
Address: 11525 Rock Island Court
St. Louis, MO 63043
(314) 872-9540
(314) 872-9544 (fax)

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Mallinckrodt, Inc., et al., No. 4:02CV1488 ERW, relating to the Great Lakes Container Corporation Superfund Site, St. Louis, Missouri:

FOR DEFENDANT GARDNER DENVER, INC.

Date: 3-16-04

TRACY PAGLIARA
Vice President, General Counsel, and Secretary

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Margaret Pike
Title: Certified Customer Service Representative
Address: Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
(
(

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Mallinckrodt, Inc., et al., No. 4:02CV1488 ERW, relating to the Great Lakes Container Corporation Superfund Site, St. Louis, Missouri:

FOR DEFENDANT JESCO RESOURCES, INC.

Date: 03/15/04

RICHARD S. HOWELL
President and Chief Executive Officer

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Carl H. Helmstetter
Title: Attorney
Address: Spencer Fane Britt & Browne LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106

APPENDIX A: SETTLING DEFENDANTS

Croda Inks Corporation

Engineered Lubricants Co.

Gardner Denver, Inc.

Jesco Resources, Inc.

APPENDIX B: SETTLING FEDERAL AGENCIES

Defense Logistics Agency, an agency of the United States Department of Defense

APPENDIX C

Great Lakes Container Corporation:

1. Lots 1 to 12 both inclusive, in Block 3 of Buschmann's Subdivision and in Block to-wit: 2504 of the city of St. Louis, together fronting 300 feet on the South line of Ferry Street by a depth Southwardly of 137 feet 8-½ inches to an alley.
2. Lots 13 to 24 both inclusive, in Block 3 of Buschmann's Subdivision and in Block 2504 of the City of St. Louis, together fronting 300 feet on the North line of Penrose Street, by a depth Northwardly of 137 feet 8-½ inches to an alley.
3. Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 2 of Buschmann's Addition and in Block 2505 of the City of St. Louis, together fronting 300 feet on the South line of Ferry street by a depth Southwardly of 137 feet 8-½ inches to an alley; bounded-on the East by Buschman Street.
4. Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 and 24 in Block 2 of Buschmann's Addition and in Block 2505 of the City of St. Louis, together fronting 300 feet on the North line of Penrose Street by a depth Northwardly of 137 feet 8-½ inches to an alley; bounded on the East by Buschman Street and on the West by an un-named street.
5. The western part of Lot 2 in Block 1 of Buschman's addition and in Block 2506 of the City of St. Louis, fronting 25 feet on the East line of an alley by a depth Eastwardly of 122 feet 11-3/8 inches on the North line and 121 feet 11-5/8 on the South line to the property condemned by decree of St. Louis Circuit Court in Cause No. 25099-A, for the use of Chicago, Burlington & Quincy Railroad Company, and having a width of 25 feet 1-1/4 inches.
6. Lots 13, 14 and the Southern 2 feet of Lot 15 in Block 1 of Buschmann's Addition and in Block 2506 of the City of St. Louis, together fronting 52 feet on the East line of Buschmann Street by a depth Eastwardly of 130 feet to an alley.
7. Lot 16 in Block 1 of Buschman's Addition and in Block 2506 of the City of St. Louis, fronting 25 feet on the East line of Buschman Street by a depth Eastwardly

- of 130 feet to an alley; bounded North by another alley.
8. Lots 21 and 22 in Block 1 of Buschman's Addition and in Block 2506 of the City of St. Louis, together fronting 50 feet on the South line of Ferry Street by a depth Southwardly of 137 feet 8-1/2 inches to an alley; bounded on the West by Buschman Street.
 9. A lot in Block 2509 of the City of St. Louis, beginning at the intersection of the South line of Penrose Street with the West line of Wharf as described in Ordinance number 5403, thence Westwardly along the South line of Penrose Street 451 feet 7 inches, thence Southwardly in a straight line at right angles to Penrose Street 325 feet 2 inches to the North line of property now or formerly of Carroll P. Poland, thence Eastwardly along the said North line 372 feet 1-1/2 inches to said West line of the Wharf, thence Northwardly along said West line of the Wharf 334 feet 9-1/4 inches to the place of beginning, together with the improvements thereon, being known as an numbered 4200 N. Wharf Street.
 10. Lots Nos. 17 and 18 in block No. 1 of Buschman's Addition, and in block No. 2506 of the City of St. Louis, having an aggregate front of 50 feet on the South line of Ferry Street, by a depth Southwardly of 137 feet 8-1/2 inches, more or less, to an alley; bounded East by another alley.
 11. The Northern 23 feet of Lot 25 in Block 1 of Buschman's Addition and in Block 2506 of the City of St. Louis, fronting 23 feet on the East line of Buschman Street by a depth Eastwardly of 130 feet to an alley.
 12. All that part of Lots 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Block 1 of Buschmann's Addition and in Block 2506 of the City of St. Louis, Missouri, described as follows, to-wit: Beginning at the Southwest corner of Lot _ of said Block 1; thence Northerly along the West line of Lots 6, 5, 4 and 3 to the Northwest corner of said Lot 3; thence Easterly along the North line of said Lot 3 a distance of 120 feet; thence Southerly in a straight line to a point on the South line of Lot 11 in said Block 1 lying 117 feet Easterly of the Southwest corner of said Lot 11 as measured along the South line of said Lot 11; thence Westerly along said South

line of Lot 11 to the Southwest corner of said Lot 11; thence Northerly along the West lines of Lots 11, 10, 9, 8 and 7 to the Northwest corner of Lot 7; thence Easterly along the North line of said Lot 7 to the point of beginning.

13. Lot 12 in Block 1 of Buschman's Addition and in Block 2506 of the City of St. Louis, fronting 37 feet 8-1/2 inches on the East line of Buschman Street by a depth of 130 feet Eastwardly between parallel lines on the North side of Penrose Street to a public alley 20 feet wide.
14. Lots 19 and 20 in Block 1 of Buschman's Addition and in Block 2506 of the City of St. Louis, together fronting 50 feet on the South line of Ferry Street by a depth Southwardly of 137 feet 8-1/2 inches to an alley.

St. Louis Metropolitan Sewer District:

A tract of land in BLOCK 2503 of the City of St. Louis, Missouri, being all of Lots 13 through 18, inclusive, and the Southern parts of Lots 7 through 12, inclusive and 19 through 24, inclusive, all in Block 4 of BUSCHMAN'S ADDITION, a Subdivision as per plat thereof recorded in Plat Book 7 page 81, City of St. Louis, Missouri, Recorder's Office, described as follows: Beginning at the Southeast corner of said Block 2503, being at the Southeast corner of said Lot 13; thence Westerly along the Northern line of Penrose Street, 300 feet to the Southwest Corner of said Block; thence Northeasterly in a straight line, 421 feet, more or less, to the Northeast corner of said Block; thence Southerly along the Eastern line of said Block 2503, a distance of 295.46 feet to the beginning; EXCEPTING THEREFROM that portion of the 20 foot wide East-West alley in said Block embraced therein; and containing 41,319 square feet, exclusive of said alley.

SUBJECT to restrictions and easements of record, if any.